

**SUPPLEMENTAL CONTRACT  
PRODUCING AND DELIVERING THE  
2013 EDITION OF THE GENERAL INDEX TO THE IOWA CODE**

**I. GENERAL**

- A. **Parties.** The parties to this contract are the Legislative Services Agency, herein referred to as the "Agency," an organization created under the jurisdiction of the Iowa General Assembly pursuant to Iowa Code § 2A.1 and identified with the Federal Employer Identification Number 42-6022199, and West Publishing Corporation, d/b/a West® a Thomson Reuters business, herein referred to as "Contractor," a business located in Eagan, Minnesota, and identified with Federal Identification Number 41-1426973.
- B. **Purpose.** The purpose of this contract is to govern the production and delivery of a General Index for the 2013 edition of the Iowa Code (herein referred to as "book"). This contract includes provisions governing both the production and delivery of production items and books.
- C. **Supplement.** The parties agree execute this contract as a supplement to the contract entitled "Printing, Binding, Packaging, and Delivering the 2012 Iowa Acts and the 2013 Iowa Code" including the Appendix, with each being executed by the parties on October 1, 2012 and October 2, 2012 (herein referred to as the "main contract"). The parties shall comply with the relevant general provisions of the main contract as provided in Part III, and the relevant procedures and remedies for noncompliance as provided in Parts X through XIII.

**II. PERFORMANCE**

- A. **Production.** The Contractor shall acquire all production materials, furnish all workmanship, and oversee all aspects of production. The Agency and the Contractor shall exchange production items as follows:
1. **Composed Pages and Digital Proofs.** The Agency shall deliver composed pages for the book in an electronic format to the Contractor. The Contractor shall use the composed pages to produce a set of digital proofs to be delivered to the Agency for prepress approval.
  2. **Paper Proof Book Cover and Finished Book Cover.** The Agency shall deliver a paper proof book cover illustrating how the finished book cover will appear when delivered, including all lettering and numbering, and the location of any required impressions and foil stamping. The Contractor shall produce a finished cover which shall be an exact replica of the book cover when it is bound, including all lettering and numbering, and the location of the required impressions and foil stamping. The Contractor shall deliver the finished book cover to the Agency for prebinding approval.



# CONTRACT FORM (C-2/SUPPLEMENT)

## CONTRACT 2013 IOWA CODE GENERAL INDEX

### PRODUCTION REQUIREMENTS

SPECIFICATIONS				PAGE/32-PAGE SIGNATURE COUNT			
BOOKS		PAGES		ALL BOOKS		PER BOOK	
SIZE	TYPE	SIZE	TYPE				
7 1/2" x 10 1/2"	Fabric. Blue color. Record Buckram #63043-K02 (same as 2011 Code Index)	7 1/4" x 10 1/8"	60# Offset Text pH neutral (content of 7-7.5)	Pages	211,200	Pages	192
				Signatures	6,600	Signatures	6

- B. Delivery.** The Contractor shall deliver the books to the Agency's offices and to Iowa's judicial branch offices as provided in this contract. The Contractor shall use United Parcel Service, Inc. (UPS) or another delivery service agreed to by the parties.

### DELIVERY REQUIREMENTS

NUMBER OF BOOKS ORDERED				DELIVERY INSTRUCTIONS	
1,100	Agency	628		Contact Information	Destination
				Mr. Roger Karns Tel: (515) 242-6459 Fax: (515) 281-6625 E-mail: <a href="mailto:roger.karns@legis.state.ia.us">roger.karns@legis.state.ia.us</a>	3rd Floor Ola Babcock Miller Building 1112 E. Grand Ave. Des Moines, Iowa 50319
	Courts	472	Judicial Building	12	Ms. Peggy Sullivan Tel: (515) 242-0171 E-Mail: <a href="mailto:peggy.sullivan@iowacourts.gov">peggy.sullivan@iowacourts.gov</a>
			Judicial Districts	460	As provided to the Contractor by the Agency at least 10 days prior to delivery. The destinations shall be based on locations described in Table C-6 of the Appendix.

### III. PAYMENT

- A. General.** The Agency is liable to the Contractor as provided in this contract only for amounts paid in consideration under this contract. Upon delivery of an invoice, the Agency shall pay the Contractor the contract price. The contract price is a base price of \$7,124.62, unless it is adjusted as provided in paragraph "B".

#### BASE PRICE

BASE PRICE BROKEN DOWN				Total
Performance	Per Book		Cumulative	
Production	\$5.56		\$6,112	\$7,124.62
Delivery	\$0.92		\$1,012.62	



# CONTRACT FORM (C-2/SUPPLEMENT)

## CONTRACT 2013 IOWA CODE GENERAL INDEX

**B. Adjustments.** The Agency shall adjust the base price as follows:

- 1. Replacement Pages and Book Overrun.** The Agency shall adjust the base price to account for any replacement pages or a book overrun, in the same manner as provided in Part IX, Paragraph "C" of the main contract.
- 2. a. Actual Signature Count (Ordinary Order).** The Agency shall adjust the base price to account for the actual signature count for all books delivered as part of an ordinary order.

### BASE PRICE ADJUSTED DUE TO AN INCREASE/DECREASE IN THE SIGNATURE COUNT ORDINARY ORDER

Signatures Unadjusted	1,100 Books	\$6.48 Base Price ÷ by Ordered Books*		\$7,124.62 Base Price	
Signatures Adjusted	Each Additional Full	Increased Amount Per Book:	\$ 0.36	Increased Amount Per Books Ordered:**	\$ 396
	Each Additional Half		\$ 0.18		\$ 198
	Each Fewer Full	Decreased Amount Per Book:	\$ 0.36	Decreased Amount Per Books Ordered:**	\$ 396
	Each Fewer Half		\$ 0.18		\$ 198

\*\$7,124.62 ÷ 1,100 = \$6.48

\*\*0.36 x 1,100 = \$396 or 0.18 x 1,100 = \$198

- b. Actual Signature Count (Overrun).** The Agency shall separately adjust the base price to account for the actual signature count for books delivered as part of an overrun by using the same formula that adjusts the base price to account for the actual signature count for all books delivered as part of an ordinary order, as provided in paragraph "a."

**C. Invoice Required.** The Contractor shall deliver an invoice for payment of the contract price as specified in Paragraph "B" to Mr. Doug Adkisson. The Agency's payment to the Contractor of the amount stated in an invoice shall be deemed conclusive evidence of satisfaction by the Agency of any payment obligation for the items invoiced, and each party waives any right to later contest the invoice amount based on error. The Agency's payment of the final invoice shall be deemed conclusive evidence of payment of the contract price owed to the Contractor, regardless of any error by the parties.

## IV. ISSUE RESOLUTION

- A. Writing Requirement.** A waiver or amendment of a provision of this contract shall not be valid unless made in writing.
- B. Waiver Restriction.** No person representing the Agency may waive a requirement or amend this contract, except Mr. Glen Dickinson, Director of the Legislative Services Agency or Mr. Richard Johnson, Legal Services Division Director.



# CONTRACT FORM (C-2/SUPPLEMENT)

## CONTRACT 2013 IOWA CODE GENERAL INDEX

- C. Agency Contacts.** The Contractor shall contact Mr. Roger Karns to resolve any issue involving production, Mr. Doug Adkisson regarding any issue involving delivery, and Mr. Adkisson or Mr. Richard Johnson regarding any legal issue.

### CONTACT INFORMATION


PRIMARY	ALTERNATIVE
Mr. Doug Adkisson, Legal Counsel Legal Services Division Legislative Services Agency Ground Floor (Room G-23) State Capitol Building Des Moines, Iowa 50319 Tel: (515) 281-3884 E-mail: <a href="mailto:doug.adkisson@legis.state.ia.us">doug.adkisson@legis.state.ia.us</a>	Mr. Richard Johnson, Director Legal Services Division Legislative Services Agency Ground Floor (Room G-01) State Capitol Building Des Moines, Iowa 50319 (515) 281-3566 E-mail: <a href="mailto:richard.johnson@legis.state.ia.us">richard.johnson@legis.state.ia.us</a>

### V. EXECUTION

- A. Effective and Termination Dates.** This contract takes effect upon being signed by authorized representatives of the Agency and the Contractor and continues until the provisions of this contract are satisfactorily performed, or until this contract is otherwise terminated under its provisions.
- B. Signatures.** The duly recognized representatives of the Agency and the Contractor have on the date noted signed their names to and executed this contract:

  
Mr. Glen Dickinson, Director  
Legislative Service Agency

3/12/2013  
Date

  
~~John S. Nelson~~ John S. Nelson  
~~Senior Director~~ Director, Government Contracts  
Customer Contract Management

3/8/2013  
Date

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ADDRESS: c/o Legislative Services Agency  
State Capitol Building  
Des Moines, Iowa 50319  
Phone: 515/281-3566

**SECOND SUPPLEMENTAL CONTRACT  
PRODUCING AND DELIVERING THE  
2013 EDITION OF THE GENERAL INDEX TO THE IOWA CODE**

**I. GENERAL**

- A. **Parties.** The parties to this contract are the Legislative Services Agency, herein referred to as the "Agency," an organization created under the jurisdiction of the Iowa General Assembly pursuant to Iowa Code § 2A.1 and identified with the Federal Employer Identification Number 42-6022199, and West Publishing Corporation, d/b/a West® a Thomson Reuters business, herein referred to as "Contractor," a business located in Eagan, Minnesota, and identified with Federal Identification Number 41-1426973.
- B. **Purpose.** The purpose of this contract is to govern the production and delivery of a second printing of the General Index for the 2013 edition of the Iowa Code (herein referred to as "book"). This contract includes provisions governing both the production and delivery of production items and books.
- C. **Supplement.** The parties agree to execute this contract as a second supplement to the contract entitled "Printing, Binding, Packaging, and Delivering the 2012 Iowa Acts and the 2013 Iowa Code" including the Appendix, with each being executed by the parties on October 1, 2012, and October 2, 2012 (herein referred to as the "main contract"). The parties shall comply with the relevant general provisions of the main contract as provided in Part III, and the relevant procedures and remedies for noncompliance as provided in Parts X through XIII.

**II. PERFORMANCE**

- A. **Production.** The Contractor shall acquire all production materials, furnish all workmanship, and oversee all aspects of production.
1. **Digital Proofs.** The Contractor shall use the same digital proofs that it used to produce the first printing of the General Index delivered to the Agency in 2013. The Contractor is not required to deliver a set of digital proofs to the Agency for approval.
  2. **Book Cover.**
    - a. Except as provided in paragraph "b", the Contractor shall produce the book cover in a manner that is identical to the book cover for the General Index produced pursuant to the supplement contract executed by the parties on March 8, 2013, and March 12, 2013.
    - b. The Contractor shall comply with the production requirements specified below:





# CONTRACT FORM (C-2/SUPPLEMENT — SECOND PRINTING)

## CONTRACT 2013 IOWA CODE GENERAL INDEX

### PRODUCTION REQUIREMENTS

SPECIFICATIONS				TOTAL NUMBER OF BOOKS ORDERED	PAGE/32-PAGE SIGNATURE COUNT			
BOOKS		PAGES			TOTAL NUMBER OF BOOKS		PER BOOK	
SIZE	TYPE	SIZE	TYPE					
7 1/2" x 10 1/2"	Fabric: blue color. Referred to as "Blue Linen"	7 1/4" x 10 1/8"	60# Offset Text pH neutral (content of 7- 7.5)	600	Pages	105,600	Pages	176
					Signatures	3,300	Signatures	5.5

**B. Delivery.** The Contractor shall deliver the books to the Agency's offices.

### DELIVERY REQUIREMENTS

Contact Information	Destination	Instructions
Mr. Roger Karns Tel: (515) 242-6459 Fax: (515) 281-6625 E-mail: <a href="mailto:roger.karns@legis.iowa.gov">roger.karns@legis.iowa.gov</a>	3rd Floor Ola Babcock Miller Building 1112 E. Grand Ave. Des Moines, Iowa 50319	The Contractor shall use United Parcel Service, Inc. (UPS) or another delivery service agreed to by the parties. The Contractor shall provide the Agency notice of the delivery at least 10 days prior to delivery.

### III. PAYMENT

**A. General.** The Agency is liable to the Contractor as provided in this contract only for amounts paid in consideration under this contract. Upon delivery of an invoice, the Agency shall pay the Contractor the contract price. The contract price is a base price of \$ 4,560.00, unless it is adjusted as provided in paragraph "B".

#### BASE PRICE

BASE PRICE BROKEN DOWN			Total
Performance	Per Book	Cumulative	
Production	\$ <u>7.40</u>	\$ <u>4,440.00</u>	\$ <u>4,560.00</u>
Delivery	\$ <u>0.20</u>	\$ <u>120.00</u>	

**B. Adjustment.** The Agency shall adjust the base price to account for any replacement pages or a book overrun, in the same manner as provided in Part IX, Paragraph "C" of the main contract.

**C. Invoice Required.** The Contractor shall deliver an invoice for payment of the contract price as specified in Paragraph "A," as adjusted pursuant to Paragraph "B," to Mr. Doug Adkisson. The Agency's payment to the Contractor of the amount stated in an invoice shall be deemed conclusive evidence of satisfaction by the Agency of any payment obligation for the items invoiced, and each party waives any right to later contest the invoice amount based on error. The Agency's payment of the final invoice shall be deemed conclusive evidence of payment of the contract price owed to the Contractor, regardless of any error by the parties.



# CONTRACT FORM (C-2/SUPPLEMENT — SECOND PRINTING) CONTRACT 2013 IOWA CODE GENERAL INDEX

## IV. ISSUE RESOLUTION

- A. **Writing Requirement.** A waiver or amendment of a provision of this contract shall not be valid unless made in writing.
- B. **Waiver Restriction.** No person representing the Agency may waive a requirement or amend this contract, except Mr. Glen Dickinson, Director of the Legislative Services Agency or Mr. Richard Johnson, Legal Services Division Director.
- C. **Agency Contacts.** The Contractor shall contact Mr. Roger Karns to resolve any issue involving production or delivery, and Mr. Adkisson or Mr. Johnson regarding any legal issue.

## CONTACT INFORMATION

PRIMARY	ALTERNATIVE
Mr. Doug Adkisson, Legal Counsel Legal Services Division Legislative Services Agency Ground Floor (Room G-23) State Capitol Building Des Moines, Iowa 50319 Tel: (515) 281-3884 E-mail: <a href="mailto:doug.adkisson@legis.iowa.gov">doug.adkisson@legis.iowa.gov</a>	Mr. Richard Johnson, Director Legal Services Division Legislative Services Agency Ground Floor (Room G-01) State Capitol Building Des Moines, Iowa 50319 Tel: (515) 281-3566 E-mail: <a href="mailto:richard.johnson@legis.iowa.gov">richard.johnson@legis.iowa.gov</a>

## V. EXECUTION

- A. **Effective and Termination Dates.** This contract takes effect upon being signed by authorized representatives of the Agency and the Contractor and continues until the provisions of this contract are satisfactorily performed, or until this contract is otherwise terminated under its provisions.
- B. **Signatures.** The duly recognized representatives of the Agency and the Contractor have on the date noted signed their names to and executed this contract:

Mr. Glen Dickinson, Director  
Legislative Service Agency

4/25/2013

Date

~~Ellen Gillespie~~ Amee M. Blatz  
~~Senior Director~~ manager  
Customer Contract Management

4/25/2013

Date

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